



ORIX

ORIX Financial Services, Inc.
Equipment Finance Group
600 TownPark Lane, Kennesaw, GA 30144
TEL: 770-970-6000

January 30, 2002

OVERNIGHT DELIVERY
VIA FEDERAL EXPRESS

23851

FEB 1 '02 2:40 PM

SURFACE TRANSPORTATION BOARD

The Honorable Vernon A. Williams
Secretary, Surface Transportation Board
1925 K Street, N.W., Suite 700
Washington, D.C. 20423-0001

Dear Secretary Williams:

I have enclosed an original and one copy of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a mortgage, a primary document, dated January 28, 2002.

The names and addresses of the parties to the document are as follows:

The Mortgagor is Stringtown Materials, L.P., 1700 Rosebud Blvd., Suite 410, McKinney, Texas 75069.

The Mortgagee is ORIX Financial Services, Inc., 600 TownPark Lane, Suite 400, Kennesaw, GA 30144.

A description of the Equipment covered by the document follows:

One (1) EMD GP-11 Locomotive, 16 cylinder 645CE Engine, #SMC-2003, including all present and future attachments, additions, replacements, betterments, substitutions, accessories, parts and spare parts thereto, and any and all cash and non-cash proceeds thereof, including, without limitations, proceeds of insurance.

A fee of \$26.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to Shannon W. Worley, ORIX Financial Services, Inc., 600 TownPark Lane, Suite 400, Kennesaw, GA 30144.

A short summary of the document to appear in the index follows: A mortgage between Stringtown Materials, L.P., 1700 Rosebud Blvd., Suite 410, McKinney, Texas 75069, Mortgagor, and ORIX Financial Services, Inc., 600 TownPark Lane, Suite 400, Kennesaw, GA 30144, Mortgagee, dated December 18, 2001, and covering One (1) EMD GP-11 Locomotive #SMC-2003.

If you have any questions or comments concerning this request, please do not hesitate to contact me as soon as possible at (770) 970-6263.

Very truly yours,

Shannon W. Worley
Sr. Transaction Coordinator

SECURITY AGREEMENT-MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 28th day of January, 2002, at 23851 by and between

Stringtown Materials, L.P.
(Name of Mortgagor)
1700 Redbud Blvd., Suite 410 McKinney, Texas 75069-0000
(Address of Mortgagor)
ORIX Financial Services, Inc. Equipment Finance Group
600 TownPark Lane, Suite 400 Kennesaw, Georgia 30144
"Mortgagee", and
[If Mortgagee named above is not ORIX Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. said assignee hereinafter called "Mortgagee"] and upon such assignment, Mortgagor agrees not to assert against Mortgagee any defense, set-off, recoupment, claim or counterclaim which Mortgagee may have against the Mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.]

WITNESSETH:

1. To secure the prompt payment, with interest thereon, performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, conveys, confirms, pledges, mortgages and grants to Mortgagee a security interest in all and singular, the goods, chattels and property described in the annexed Schedule A and any and all accessories, replacements, substitutions and additions thereto, in which Mortgagee now or hereafter has any right or interest (all of the foregoing, together with all accessions, attachments, replacements, substitutions and accessories thereto now or hereafter belonging to Mortgagee, wherever located, and all proceeds, and any distribution thereof and any insurance thereon, products and rents therefrom collectively called "Collateral"), to have and to hold the same unto Mortgagee forever; provided, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Collateral to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guarantees, benefits and financial accommodations heretofore and/or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagee may be and/or has become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagee and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bill of lading agreements and the amount due upon any notes or other obligations, given to or received by Mortgagee directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt performance and fulfillment by Mortgagor of all of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagee and Mortgagee.

3. Mortgagor covenants and warrants to Mortgagee and agrees that the Collateral described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address as shown above), or at a different location or locations specified in Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with interest thereon from and after maturity of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15th of 1% per day (the "Past Due Rate") until the Mortgage Obligations are collected by the Mortgagee in full; provided, however, that in no event shall either any late charge or the Past Due Rate under any Mortgage Obligation or hereunder exceed any maximum permitted by law. If all or any portion of the Mortgage Obligations be referred to an attorney for collection, there shall also be due a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. If for any reason any interest rate, late charge, fee or other charge imposed or which may be imposed under any Mortgage Obligation exceeds the maximum amount which may be imposed under applicable law, the amount of such interest rate, late charge, fee or other charge in excess of the maximum shall be void and any such excess collected by Holder shall be applied to the reduction of such Mortgage Obligation or, to the extent permitted by applicable law, to such other obligations of the Mortgagor at the time owing to Holder as Holder may determine, and any remaining excess shall be refunded to Mortgagor. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Collateral and represents and warrants to Mortgagee that Mortgagor has paid all applicable sales, use or other taxes due in connection with the sale, purchase, ownership, possession or use of the Collateral and shall indemnify Mortgagee from and against any loss, cost or expense, including penalties, interest and other charges of any kind in connection with or arising from the sale, purchase, ownership, possession or use of the Collateral, and has the sole right and lawful authority to make this Mortgage; the Collateral and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Collateral against all claims and demands of all persons and will not permit any circumstances to exist under which the Mortgagee may lose its lien on the Collateral.

(b) Mortgagor will keep the Collateral free and clear of all attachments, levies, taxes, liens and encumbrances of every kind; Mortgagor, at its own cost and expense, will maintain and keep the Collateral in good repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Collateral without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement. Mortgagor hereby irrevocably appoints Mortgagee as the true and lawful Attorney-in-Fact of Mortgagor, coupled with an interest, with full power in Mortgagor's name, place and stead to execute financing statements on Mortgagee's behalf and to do any and all other acts on Mortgagee's behalf necessary or helpful to perfect Mortgagee's security interest in the Collateral pursuant to the Uniform Commercial Code or other applicable law.

(c) Mortgagor will insure the Collateral in the name of the Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, collision and also, where requested by Mortgagee, against other hazards, with companies in amounts and under policies (each containing a standard breach of warranty clause) acceptable to Mortgagee; the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagee shall have the right, but not the obligation, to provide insurance for its interest and charge Mortgagor Mortgagee's cost for such insurance, together with its or its designee's customary charges or fees associated with its insurance. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Collateral from within the 48 contiguous States of the United States or its present locations without the prior written consent of Mortgagee nor change its present business location without at least thirty days prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Collateral, which shall remain personal and not become a part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and of mortgagees of all such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Collateral) with all the terms and conditions of leases covering the premises wherein the Collateral may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all losses, costs, damages, liabilities or expenses, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and any or any of the Mortgage Obligations and/or any of the Collateral.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor; (reasonable attorneys' fees) shall be a lien on the Collateral, added to the amount of the Mortgage Obligations, without security interest, and shall be payable on demand with interest at the Past Due Rate. This Mortgage may be assigned along with any and all Mortgage Obligations, without notice to Mortgagor, and upon such assignment Mortgagee agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. **MORTGAGOR AND MORTGAGEE HEREBY DESIGNATE AND APPOINT EDWIN M. BAUM, ESQ. AND C.A. CREDIT CORP., BOTH OF NEW YORK, OR EITHER OF THEM AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, THE PARTY CAUSING SUCH PROCESS TO BE SERVED AGREEING TO NOTIFY THE OTHER PARTY(IES) AT THEIR ADDRESS AS SHOWN, OR THEIR LAST KNOWN ADDRESS, BY CERTIFIED MAIL, WITHIN THREE (3) DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. MORTGAGOR AND MORTGAGEE HEREBY AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF ANY COURT IN THE STATE AND COUNTY OF NEW YORK FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY OUT OF, UNDER, IN CONNECTION WITH, OR IN ANY WAY RELATED TO THIS MORTGAGE WHETHER BASED IN CONTRACT OR IN TORT, OR AT LAW OR IN EQUITY OR PURSUANT TO STATUTE, WITH THE SOLE EXCEPTIONS THAT AN ACTION TO OBTAIN, REMOVE POSSESSION OF ALL OR PART OF THE COLLATERAL AND EQUITABLE PROCEEDINGS TO ENFORCE THE TERMS OF THIS MORTGAGE MAY, IN THE SOLE DISCRETION OF MORTGAGEE, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL AND/OR THE MORTGAGOR, AS THE CASE MAY BE, AND THAT JUDGMENTS MAY BE CONFERRED, ENTERED, OR ENFORCED IN ANY JURISDICTION WHERE THE MORTGAGOR OR THE COLLATERAL AND/OR ANY OTHER ASSETS OF THE MORTGAGOR MAY BE LOCATED. MORTGAGOR AND MORTGAGEE EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. At Mortgagee's request Mortgagor will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.**

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagee at any time shall deem the Collateral in danger of misuse, concealment, misappropriation or seizure or if Mortgagor shall determine that the prospect of payment or performance of the Mortgage obligations is impaired, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor; and in such event it shall be lawful for Mortgagee to take possession of the Collateral, at any time, wherever it may be, and to enter any premises without causing a breach of peace with or without process of law, and search for, take possession of, remove, or keep and store the Collateral on said premises until sold, without liability for trespass nor charge for storage; and to sell the Collateral or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Collateral at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale shall be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 10 days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligations to maintain the Collateral, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing Collateral for sale but may sell its interest thereon on an "as-is", "where-is" basis. The proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing searching, taking, removing, keeping, advertising and selling the Collateral, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus, if any, to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus interest thereon at the Past Due Rate. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Collateral and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover

possession of any or all of the Collateral. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all amounts owing under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees and any deficiency, without prejudice to the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MORTGAGOR AND MORTGAGEE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (A) ANY AND ALL RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS AND SET-OFF OR RECOURSE CLAIMS ARISING EITHER DIRECTLY OR INDIRECTLY OUT OF, UNDER, IN CONNECTION WITH, OR IN ANY WAY RELATED TO THE MORTGAGE OBLIGATIONS AND WHETHER BASED IN CONTRACT OR IN TORT OR PURSUANT TO STATUTE AND (B) ANY AND ALL RIGHT TO CLAIM OR RECOVER ANY PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, negotiation, discount or collection. Such applications may be made, or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor, under any circumstances, to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Collateral, or to foreclose this Mortgage at any time or to proceed otherwise; and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other rights, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon the Mortgagor for the purpose of establishing the terms therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to the original Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provisions and/or in the event Mortgagee fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Collateral and agrees that upon the request of Mortgagee, after any default, to segregate and hold all or any part of the Collateral in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Collateral to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Collateral may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Collateral, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Collateral and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof and the obligations, rights and remedies of the Mortgagor and Mortgagee in any way related to or arising under this Mortgage or under one or more Mortgage Obligations shall be governed by and construed in accordance with the laws of the State of New York (excluding its choice of law rules), if any one or more provisions hereof are in conflict with any statute or law and thus not valid or enforceable, then each such provision shall be deemed null and void but only to the extent of such conflict and without invalidating or affecting the remaining provisions hereof. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Mortgagee.

11. MORTGAGOR DOES HEREBY WAIVE, FOREGO AND AGREE NOT TO ASSERT ANY AND ALL RIGHTS, CLAIMS AND DEFENSES, IF ANY, UNDER THE FEDERAL FAIR CREDIT REPORTING ACT AND/OR UNDER ANY COMPARABLE STATE LAWS THAT MAY INURE TO THE BENEFIT OF MORTGAGOR IN CONNECTION WITH THIS MORTGAGE. MORTGAGOR HEREBY RATIFIES AND APPROVES THE OBTAINING BY MORTGAGEE OF ANY CREDIT REPORT RELATING TO MORTGAGOR AND HEREBY AGREES THAT MORTGAGEE MAY HEREAFTER OBTAIN SUCH CREDIT REPORTS AS MORTGAGEE IN ITS SOLE DISCRETION MAY DETERMINE.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

Stringtown Materials, L.P. individually and as co-partners,

ATTEST/WITNESS:

John Victor Lattimore, Jr. (Secretary/Witness)

(Mortgagor)

By

John Victor Lattimore, Jr.

STATE OF TEXAS } s.s.
COUNTY OF COLLIN

By

John Victor Lattimore, Jr. President - Lattimore Properties, Inc., its General Partner

John Victor Lattimore, Jr.

being duly sworn, deposes and says:

1. He is the President of Lattimore Properties, Inc., General Partner, Stringtown Materials, L.P. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.

2. Mortgagee is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to the mortgagee named in the foregoing Mortgage (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property, no receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 29th day of January, 2002

Stephanie LeAnn Owens

Stephanie LeAnn Owens

(Signature)

NOTARY PUBLIC

State of Texas, County of Collin, ss:

1. Stephanie LeAnn Owens

29th day of January, 2002 in (Place) 1700 Redbud

John Victor Lattimore, Jr.

In said County, before me personally appeared

to me personally well known

as known as and to be member of the partnership of Stringtown Materials, L.P. and the identical person described in and party to and who executed in said partnership name the within foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

Stephanie LeAnn Owens
NOTARY PUBLIC

Date: 01/29/02

ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.

⁴¹⁰⁰
~~125~~ TOWN PARK DRIVE Lane

KENNESAW GA 30144

Re: Modification of SECURITY-MORTGAGE ON GOODS AND CHATTEL

between Stringtown Materials, L.P.

and ORIX Financial Services, Inc. Equipment Finance Group

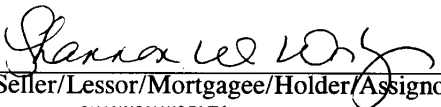
(hereafter called the "Agreement").

Gentlemen:

The parties to the above referenced Agreement acknowledge that Orix Credit Alliance, Inc. has changed its name and is now known as ORIX Financial Services, Inc. The parties agree that the Agreement is hereby amended so that all references to ORIX Credit Alliance, Inc., "OCAI" or "CA" contained in said Agreement or any rider, addendum or other document related thereto are hereby amended and revised to substitute ORIX Financial Services, Inc. wherever ORIX Credit Alliance, Inc. appears and "OFS" wherever "OCAI" or "CA" appears. Additionally, ORIX Credit Alliance Inc. shall be deemed to mean and shall include ORIX Financial Services, Inc.

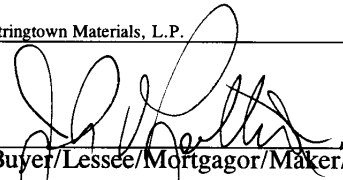
All other terms and conditions not modified herein shall remain in full force and effect.

ORIX Financial Services, Inc.
Equipment Finance Group



Seller/Lessor/Mortgagee/Holder/Assignor
SHANNON WORLEY
TRANSACTION COORDINATOR

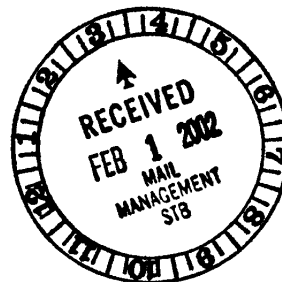
Stringtown Materials, L.P.



Buyer/Lessee/Mortgagor/Maker/Assignee
Baltimore Properties, Inc.
its General Partner

FEDERAL RESEARCH

400 Seventh Street, NW, Suite 101
Washington, DC 20004
202.783.2700 ♦ 202.783.0145 fax



FAX COVER SHEET

TO:
MS. STOKES

FROM:
CHRISTINA FRYE

COMPANY:
SURFACE TRANSPORTATION BOARD

DATE:
February 1, 2002

FAX NUMBER:
202-565-9004

TOTAL NO. OF PAGES INCLUDING COVER:
2

PHONE NUMBER:
202-565-1659

RE: **Stringtown Materials, L.P.**

☐ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Please see attached.

SCHEDULE "A"

This schedule is attached to and becomes part of Promissory Note with Chattel Mortgage-Security Agreement dated January 28, 2002 between Stringtown Materials, L.P. as Mortgagor and ORIX Financial Services, Inc. as Mortgagee.

<u>QTY</u>	<u>YEAR/MODEL</u>	<u>SERIAL NO.</u>	<u>DESCRIPTION</u>
One	1957 GP-11	SMC-2003	EMD locomotive, 16 cylinder 645CE engine

The equipment above includes all present and future attachments, additions, replacements, betterments, substitutions, accessories, parts and spare parts thereto, and any and all cash and non-cash proceeds thereof, including, without limitations, proceeds of insurance.